

Exhibit A

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
ROANOKE DIVISION**

ELMO AUGUSTUS REID,)	
)	
Plaintiff,)	
)	CIVIL ACTION NO.
v.)	7:16-cv-00547
)	
MARK AMONETTE, et al.,)	
)	
Defendants.)	

**SETTLEMENT AGREEMENT BETWEEN
ELMO A. REID, JR., AND THE VDOC DEFENDANTS
TO RESOLVE ISSUES REGARDING THE TREATMENT OF PLAINTIFF'S
HEPATITIS C INFECTION**

WHEREAS, on or about August 7, 2018, the VDOC Defendants and Elmo A. Reid, Jr. ("Reid" or "Plaintiff") through counsel, expressed a willingness to resolve this matter in advance of the pending trial in this case styled Reid v. Amonette, et al. (Civil Action No. 7:16cv547) currently pending in the United States District Court for the Western District of Virginia; and

WHEREAS, in order to amicably resolve their present differences, for judicial efficiency, and to avoid expenses related to litigation;

NOW, THEREFORE, the parties, after being advised by counsel, agree to the following terms:

1. **Mutual Compromise:** Plaintiff and Defendants mutually agree that Elmo A. Reid, Jr., shall be referred for treatment of his Hepatitis C in accordance with the VDOC's agreement with VCUHS to provide specialty services for treatment of hepatitis C positive offenders within the custody of the VDOC. This referral shall happen forthwith.

Treatment shall be with the direct-acting antiviral medications recommended in the current version of the American Association for the Study of Liver Disease/Infectious Diseases Society of

America, Recommendations for Testing, Managing, and Treating Hepatitis C.

Defendants will refer Plaintiff for treatment immediately. Such treatment shall begin promptly within VCU's protocols and within sequential order of referrals, so long as Plaintiff's treatment shall begin no later than December 5, 2018.

2. **Liability Waiver:** The VDOC Defendants deny any wrongdoing and/or liability on its part or on the part of its members, officers, agents, employees, and attorneys. The parties agree that entering into this agreement to resolve Plaintiff's claims prior to the trial of this matter shall not be construed as an admission of liability. Further, as a negotiated resolution of this matter prior to trial, there shall be no issue, fact or claim preclusive effect as a result of this agreement.

3. **Waiver:** Upon the conclusion of treatment as outlined above and upon payment of attorneys fees as outlined below, the Plaintiff (including his successors and assigns) will release and forever discharges the VDOC and all officials, agents, employees, and attorneys thereof, past, present and future, in both their official and individual capacities, from any and all complaints, claims, demands, lawsuits, and actions of any kind or nature whatsoever including any claim for damages, costs, or attorneys' fees with respect to the alleged failure to provide treatment to Plaintiff for his Hepatitis C infection through the date of this Agreement.

4. **Enforcement:** The Court shall retain jurisdiction of this matter for the sole purpose of enforcement of this settlement.

5. **Release:** The releases set forth above do not apply to any disputes that may arise by reason of acts or omissions occurring after the date of execution of this Agreement. No aspect of this Agreement shall release any party from wrongful acts or omission occurring after the date of this Agreement.

6. **Legal Fees:** The parties agree that the VDOC Defendants shall pay the plaintiff his attorneys' fees and costs in the global amount of \$167,500.00. This payment shall be made by September 21, 2018. The attorneys fees shall be made in two payments: \$26,063.84 to George Rutherglen and \$141,336.16 to Fishwick & Associates PLC.

7. This agreement may be signed in counterparts.

We agree to be bound by the Terms of this Agreement this 7th day of August, 2018:


Elmo Augustus Reid, Jr.

Mark Amonette

Bernard Booker

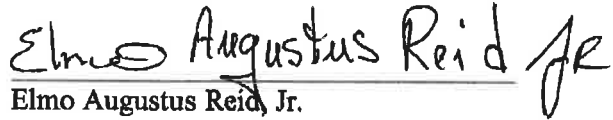
Pamela Shipp

Steve Herrick

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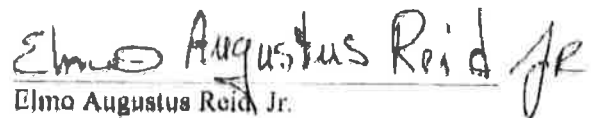
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Steve Herrick

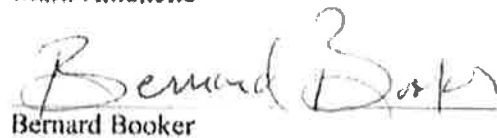
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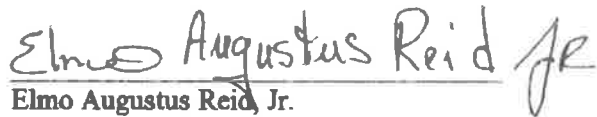
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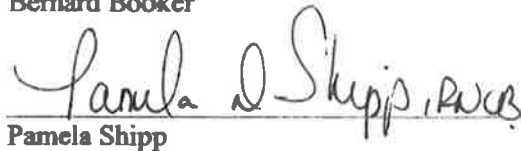
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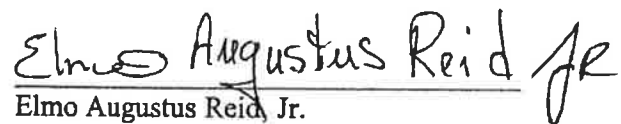

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